



Ricoh USA, Inc.
300 Eagleview Blvd #200
Exton, PA 19341

THIS ADDENDUM (this “Addendum”), dated as of the ____ day of _____, _____, is to that certain Master Lease Agreement no. _____ (the “Agreement”), dated as of the ____ day of _____, _____, between Ricoh USA, Inc. (“we” or “us”) and _____, EFFINGHAM COUNTY BOARD OF COMMISSIONERS, as customer (“Customer” or “you”).

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

- 1. Section 3 of the Agreement shall be amended by amending and restating the sixth and seventh sentences of such Section to read as follows:

“EXCEPT AS PROVIDED IN SECTION 18(b) “NON-APPROPRIATION,” YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL PAYMENTS AND ANY OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR THE ENTIRE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT EVEN IF THE PRODUCT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST PAYMENT OR OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR ANY REASON WHATSOEVER.”

- 2. Section 11 of the Agreement shall be amended by adding the following sentence at the end of such Section: “The failure to renew any Schedule in accordance with Section 18(b) hereof shall not be an event of Default.”

- 3. Section 14 of the Agreement shall be amended by amending and restating the third sentence of such Section to read as follows:

“At the end of or upon termination of each Schedule, including, without limitation, termination resulting from a failure to renew such Schedule in accordance with Section 18(b) hereof, you will immediately return the Product subject to such expired or terminated Schedule to us (or our designee), at your sole expense, to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear.”

- 4. Section 18(b) of the Agreement shall be amended and restated to read as follows:

“(b) Non-Appropriation. You intend to remit all Payments and other payments to us for the entire term of this Lease Agreement and all Schedules to this Lease Agreement if funds are legally available. Each Schedule to this Lease Agreement shall be in effect for a Lease Term consisting of an initial term commencing on the Effective Date of such Schedule and continuing until the end of your current fiscal year (the “Original Term”) and for each Additional Term (as herein defined). “Additional Terms” shall consist of fiscal periods, the first of which shall commence at the end of the Original Term or the preceding Additional Term, and continue until the end of such fiscal period or shorter period within which all Payments and other amounts under a Schedule are paid in full. Not less than 90 days before the end of the Original Term or any Additional Term of any Schedule, you may give written notice to us of your intention to discontinue such Schedule, and in such event such Schedule shall terminate and expire at the end of the

Original Term or Additional Term then in effect on the date of your notice of discontinuation. Each Schedule shall otherwise be automatically renewed for the ensuing Additional Term unless you take affirmative action to terminate such Schedule by the passage of a specific ordinance or resolution so terminating any Schedule. If you terminate any Schedule as provided above, you may not purchase, lease or rent, during such fiscal period equipment performing functions similar to those performed by the Product for a period of twelve (12) months. This Section 18(b) shall not permit you to terminate any Schedule in order to acquire any other Product or to allocate funds directly or indirectly to perform essentially the application for which the Product is intended.”

- 5. Section 18(d) of the Agreement shall be amended by deleting the word “and” immediately following clause (C) of subsection (i) of such Section and adding the following clauses (E) and (F) at the end of such subsection:

“; and (E) no Product subject to this Lease Agreement or any Schedule to this Lease Agreement has been the subject of a referendum which failed to receive the approval of your voters within the immediately preceding four calendar years; and (F) if you are a school system, your total annual payments for contracts under the Constitution and Official Code of the State of Georgia in the calendar year of each Schedule do not exceed 7.5 percent of the total local revenue collected for maintenance and operation of your school system in the most recently completed fiscal year, and shall comply with this 7.5 percent limitation throughout the remainder of the Term of such Schedule.”

- 6. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER

Ricoh USA, Inc.

X _____
Authorized Signature Date

Authorized Signature Date

Print Authorized Signer Name Title

Print Authorized Signer Name Title